

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

RANESHA SADE MORRIS,

Plaintiff,

-vs-

EXPERIAN INFORMATION
SOLUTIONS, INC. and JEFFERSON
CAPITAL SYSTEMS, LLC,

Defendants.

CASE NO.

COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, RANESHA SADE MORRIS (hereinafter “Plaintiff”), by and through her undersigned counsel, for her cause of action against Defendants, EXPERIAN INFORMATION SOLUTIONS, INC. (hereinafter “Experian”) and JEFFERSON CAPITAL SYSTEMS, LLC (hereinafter “JCS”) (hereinafter collectively “Defendants”), and in support thereof respectfully alleges violations of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681 et seq.

PRELIMINARY STATEMENT

1. This is an action for actual damages, statutory damages, punitive damages, costs, and attorney’s fees brought pursuant to the FCRA.
2. Today in America there are three major consumer reporting agencies, Equifax Information Services LLC (hereinafter “Equifax”), Trans Union LLC

(hereinafter “Trans Union”), and Experian Information Solutions, Inc. (hereinafter “Experian”) (hereinafter collectively “CRAs”).

3. Consumer reporting agencies that create consumer reports, like Experian, are charged with using reasonable procedures designed to ensure the maximum possible accuracy of the information they report. It is not enough for them to simply parrot information they receive from entities, particularly where a consumer makes a dispute about information reported.

4. When a consumer, like Plaintiff, disputes information through the CRAs, those disputes are transmitted to the party furnishing the information. The FCRA demands that each party separately conduct a reasonable investigation of the consumer’s dispute and correct or delete information they learn to be inaccurate or cannot otherwise verify.

5. The Consumer Financial Protection Bureau has noted, “experience indicates that [CRAs] lack incentives and under-invest in accuracy” Consumer Fin. Prot. Bureau, Supervisory Highlights Consumer Reporting Special Edition 21 (Issue 14, March 2, 2017).

JURISDICTION, VENUE, AND PARTIES

6. The jurisdiction for this Court is conferred by 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

7. Venue is proper for this Court pursuant to 28 U.S.C. § 1391(b)(1), as this is the judicial district in which a substantial part of the events or omissions giving rise to the claims occurred.

8. Venue is proper in this District as JCS is incorporated in this District, Defendants transact business within this District, and violations described in this Complaint occurred in this District.

9. Plaintiff is a natural person and resident of Dorchester County in the State of South Carolina. She is a “consumer” as defined by 15 U.S.C. § 1681a(c).

10. Experian is a corporation with its principal place of business in the State of California and is authorized to do business in the State of Georgia through its registered agent, C T Corporation System, located at 289 S Culver Street, Lawrenceville, Georgia 30046.

11. Experian is a “consumer reporting agency,” as defined in 15 U.S.C. § 1681(f). Experian is regularly engaged in the business of assembling, evaluating and disbursing information concerning consumers for the purpose of furnishing consumer reports, as defined in 15 U.S.C. § 1681(d) to third parties.

12. Experian disburses such consumer reports to third parties under contract for monetary compensation.

13. JCS is a corporation that is incorporated in the State of Georgia and authorized to do business through its registered agent, Corporation Service Company, located at 2 Sun Court, Suite 400, Peachtree Corners, Georgia 30092.

14. JCS is a “furnisher of information” as that term is used in 15 U.S.C § 1681s-2.

15. JCS furnished information about Plaintiff to Experian that was inaccurate.

FACTUAL ALLEGATIONS

16. Plaintiff is alleged to owe a debt to JCS, partial account number 378964****, as to a collection account on behalf of original creditor Sprint (hereinafter “JCS Account”). Plaintiff does not have an account with Sprint and never applied or gave permission to anyone to apply using her information for the JCS Account.

17. In or about December 2023, Plaintiff received an alert through her credit monitoring app regarding a recent hard inquiry.

18. Shortly thereafter, Plaintiff reviewed her credit report and became aware of the JCS Account appearing in her credit file.

19. On or about December 17, 2023, Plaintiff contacted Experian to place a security alert on her credit file:

Personal statements

27& 12-17-23 2499947 ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. I CAN BE REACHED AT 843-743-3607. THIS SECURITY ALERT WILL BE MAINTAINED FOR 1 YEAR BEGINNING 12-17-23.

20. On or about February 26, 2024, Plaintiff obtained a copy of her Experian credit report. Upon review, Plaintiff observed the JCS Account continued to be reported with a past due balance of \$539.

21. On or about March 19, 2024, Plaintiff filed a Federal Trade Commission (“FTC”) Identity Theft Report, report number 170592051. In this report, she explained that she was a victim of identity theft and that the JCS Account had been opened under her name and was listed in her credit report.

22. Due to the inaccurate reporting, on or about March 29, 2024, Plaintiff mailed a detailed written dispute letter to Experian. In the letter, Plaintiff explained she did not open or authorize the JCS Account, she did not owe the outstanding balance, and the JCS Account did not belong to her. In the letter, Plaintiff included an image of her driver’s license as proof of identity. Plaintiff also included images of the erroneous reporting and images of the filed FTC Identity Theft Report.

23. Plaintiff mailed her detailed dispute letter to Experian via USPS Certified Mail, tracking number 7022 3330 0002 1919 7935.

24. On or about April 16, 2024, Plaintiff received dispute results from Experian which stated the JCS Account was verified and updated.

25. Experian failed to do any independent investigation into Plaintiff's dispute, but rather parroted information it received from the furnisher.

26. Experian never attempted to contact Plaintiff during the alleged investigation.

27. Upon information and belief, Experian notified JCS of Plaintiff's dispute. However, JCS failed to conduct a reasonable investigation and merely compared its own erroneous data to that provided by Experian in connection with the dispute investigation.

28. Despite Plaintiff's best efforts to have the erroneous account removed, Experian continued to report the fraudulent and unauthorized JCS Account to Plaintiff's credit file. Accordingly, Plaintiff's damages are ongoing as of the filing of this Complaint.

29. Experian has not conducted an actual investigation despite Plaintiff's pleas, and upon information and belief, simply continues to parrot off the back of the furnisher.

30. Plaintiff continues to suffer as of the filing of this Complaint with Defendants' reluctance to conduct a thorough investigation into her disputes or otherwise make her credit file accurate.

31. As a result of the inaccurate credit reporting, Plaintiff has suffered damages, including, but not limited to:

- i. Monies lost by attempting to fix her credit. Plaintiff has suffered actual damages in postage paid, wasted ink and paper, and wasted time;
- ii. Loss of time attempting to cure the error;
- iii. Mental anguish, added stress, aggravation, embarrassment, sleepless nights, and other related impairments to the enjoyment of life. Plaintiff is being physically affected by Defendants' reluctance to fix the error;
- iv. Reduction in credit score;
- v. Loss of the ability to benefit from lower interest rates; and
- vi. Apprehensiveness to apply for credit due to the fear of rejection.

CAUSES OF ACTION

COUNT I

Violation of 15 U.S.C. § 1681e(b) as to Defendant, Experian Information Solutions, Inc. (Negligent)

32. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

33. Experian violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

34. Experian allowed for a Furnisher to report inaccurate information on an account.

35. Upon information and belief, Experian prevents its agents from calling consumers, like Plaintiff, during the dispute process or from calling witnesses with knowledge about the dispute.

36. Experian violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

37. As a result of this conduct, action, and/or inaction of Experian, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; reduction in credit score; loss of time; financial loss; mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit; and the damages otherwise outlined in this Complaint.

38. The conduct, action, and/or inaction of Experian was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

39. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual damages against Defendant, EXPERIAN

INFORMATION SOLUTIONS, INC.; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; and such other such relief the Court may deem just and proper.

COUNT II

**Violation of 15 U.S.C. § 1681e(b)
as to Defendant, Experian Information Solutions, Inc. (Willful)**

40. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

41. Experian violated 15 U.S.C. § 1681e(b) by failing to establish and/or to follow reasonable procedures to assure maximum possible accuracy in the preparation of the credit report and credit files it published and maintains concerning Plaintiff.

42. Experian allowed for a Furnisher to report inaccurate information on an account.

43. Upon information and belief, Experian prevents its agents from calling consumers, like Plaintiff, during the dispute process or from calling witnesses with knowledge about the dispute.

44. Experian violated its own policies and procedures by not deleting an account when Plaintiff provided them with the filed FTC Identity Theft Report, which contained sworn testimony of the fraud.

45. As a result of this conduct, action, and/or inaction of Experian, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; reduction in credit score; loss of time; financial loss; mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit; and the damages otherwise outlined in this Complaint.

46. The conduct, action, and/or inaction of Experian was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

47. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; and such other such relief the Court may deem just and proper.

COUNT III

Violation of 15 U.S.C. § 1681i

as to Defendant, Experian Information Solutions, Inc. (Negligent)

48. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

49. After receiving Plaintiff's disputes, Experian violated 15 U.S.C. § 1681i by: (1) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (2) failing to conduct a lawful reinvestigation; (3) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file, and (4) relying upon verification from a source it has to know is unreliable.

50. Despite the large amount of information and documentation produced by Plaintiff demonstrating the fraudulent reporting, upon information and belief, Experian refused to conduct any independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

51. As a result of this conduct, action, and/or inaction of Experian, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; reduction in credit score; loss of time; financial loss; mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit; and the damages otherwise outlined in this Complaint.

52. The conduct, action, and/or inaction of Experian was negligent, rendering it liable for actual damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

53. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681o.

WHEREFORE, Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; and such other such relief the Court may deem just and proper.

COUNT IV
Violation of 15 U.S.C. § 1681i
as to Defendant, Experian Information Solutions, Inc. (Willful)

54. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

55. After receiving Plaintiff's disputes, Experian violated 15 U.S.C. § 1681i by: (1) failing to delete inaccurate information in Plaintiff's credit file after receiving notice of such inaccuracies; (2) failing to conduct a lawful reinvestigation; (3) failing to maintain reasonable procedures with which to filter and verify disputed information in Plaintiff's credit file, and (4) relying upon verification from a source it has to know is unreliable.

56. Despite the large amount of information and documentation produced by Plaintiff demonstrating the fraudulent reporting, upon information and belief, Experian refused to conduct any independent investigations into Plaintiff's disputes and simply transferred the duty to investigate to the furnisher(s).

57. As a result of this conduct, action, and/or inaction of Experian, Plaintiff suffered damages, including without limitation, loss of the ability to benefit from lower interest rates; reduction in credit score; loss of time; financial loss; mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit; and the damages otherwise outlined in this Complaint.

58. The conduct, action, and/or inaction of Experian was willful, rendering it liable for actual or statutory damages and punitive damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

59. Plaintiff is entitled to recover costs and attorney's fees from Experian in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n.

WHEREFORE, Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, EXPERIAN INFORMATION SOLUTIONS, INC.; award Plaintiff her attorney's fees and costs; award pre-judgment and post-judgment interest at the legal rate; and such other such relief the Court may deem just and proper.

COUNT V

**Violation of 15 U.S.C. § 1681s-2(b)
as to Defendant, Jefferson Capital Systems, LLC (Negligent)**

60. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

61. JCS furnished inaccurate account information to Experian, and through Experian to all of Plaintiff's potential lenders.

62. After receiving Plaintiff's disputes, JCS violated 15 U.S.C. § 1681s-2(b) by (1) failing to fully and properly investigate Plaintiff's dispute of the account; (2) failing to review all relevant information regarding same; (3) failing to accurately respond to the CRAs; and (4) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

63. Plaintiff provided all the relevant information and documents necessary for JCS to have identified that the account was fraudulent.

64. JCS did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to JCS by Plaintiff in connection with her disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

65. JCS violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

66. As a direct result of this conduct, action and/or inaction of JCS, Plaintiff suffered damages, including without limitation, by loss of the ability to benefit from lower interest rates; loss of time; financial loss; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

67. The conduct, action, and inaction of JCS was negligent, rendering it liable for actual damages, in an amount to be determined by the Court pursuant to 15 USC § 1681o.

68. Plaintiff is entitled to recover costs and attorney's fees from JCS in an amount to be determined by the Court pursuant to 15 USC § 1681o.

WHEREFORE Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual damages against Defendant, JEFFERSON CAPITAL SYSTEMS, LLC, jointly and severally; award Plaintiff her attorneys' fees and costs; award pre-judgment and post-judgment interest at the legal rate; and grant all such additional relief as the Court deems appropriate.

COUNT X
Violation of 15 U.S.C. § 1681s-2(b)
as to Defendant, Jefferson Capital Systems, LLC (Willful)

69. Plaintiff re-alleges and reincorporates paragraphs one (1) through thirty-one (31) as if fully stated herein.

70. JCS furnished inaccurate account information to Experian, and through Experian to all of Plaintiff's potential lenders.

71. After receiving Plaintiff's disputes, JCS violated 15 U.S.C. § 1681s-2(b) by (1) failing to fully and properly investigate Plaintiff's dispute of the account; (2) failing to review all relevant information regarding same; (3) failing to accurately respond to the CRAs; and (4) failing to permanently and lawfully correct its own internal records to prevent the re-reporting of the representations to the consumer reporting agency.

72. Plaintiff provided all the relevant information and documents necessary for JCS to have identified that the account was fraudulent.

73. JCS did not have any reasonable basis to believe that Plaintiff was responsible for the account reported in its representations. It also had sufficient evidence by which to have verified that Plaintiff was not the responsible party, including information provided to JCS by Plaintiff in connection with her disputes of the account in question. Instead, it knowingly chose to follow procedures which did not review, confirm, or verify the account belonged to Plaintiff. Further, even if it would attempt to plead ignorance, it had the evidence and information with which to confirm and recognize that Plaintiff was a victim of identity theft.

74. JCS violated 15 U.S.C. § 1681s-2(b) by continuing to furnish inaccurate information to the CRAs after it had been notified that the information it was furnishing was inaccurate.

75. As a direct result of this conduct, action and/or inaction of JCS, Plaintiff suffered damages, including without limitation, by loss of the ability to benefit from lower interest rates; loss of time; financial loss; and mental and emotional pain stemming from the anguish, humiliation, and apprehension in applying for credit, and the damages otherwise outlined in this Complaint.

76. The conduct, action, and inaction of JCS was willful, rendering it liable for actual or statutory damages and punitive damages, in an amount to be determined by the Court pursuant to 15 USC § 1681n.

77. Plaintiff is entitled to recover costs and attorney's fees from JCS in an amount to be determined by the Court pursuant to 15 USC § 1681n.

WHEREFORE Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award actual or statutory damages and punitive damages against Defendant, JEFFERSON CAPITAL SYSTEMS, LLC, jointly and severally; award Plaintiff her attorneys' fees and costs; award pre-judgment and post-judgment interest at the legal rate; and grant all such additional relief as the Court deems appropriate.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff hereby demands a trial by jury of all issues triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, RANESHA SADE MORRIS, respectfully requests that this Court award judgment for actual, statutory, compensatory, and punitive damages against Defendants, EXPERIAN INFORMATION SOLUTIONS, INC. and JEFFERSON CAPITAL SYSTEMS, LLC, jointly and severally; attorneys' fees and costs; prejudgment and post-judgment interest at the judgment rate; and such other relief the Court deems just and proper.

DATED this 22nd day of April 2024.

Respectfully Submitted,

/s/ Octavio Gomez

Octavio "Tav" Gomez, Esq.

Florida Bar #: 0338620

Georgia Bar #: 617963

Pennsylvania Bar #: 325066

The Consumer Lawyers PLLC

412 E. Madison St. Ste 916

Tampa, Florida 33602

Cell: (813) 299-8537

Facsimile: (844) 951-3933

Tav@theconsumerlawyers.com

Secondary Email:

Lisa@theconsumerlawyers.com

Attorneys for Plaintiff